



GRANT AMENDMENT

Agency Tracking # 33901-19410	Edison ID 7420	Contract # GG1028271	Amendment # 1
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Grantee (legal entity name) Shelby County Government	Grantee Federal Employer Identification or Social Security # <input checked="" type="checkbox"/> C- or <input type="checkbox"/> V 62-6000841-47
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Amendment Purpose/ Effect
Revised Scope of Services and addition of stimulus dollars.

Grant Begin Date July 1, 2009	Grant End Date June 30, 2010	Subrecipient or Vendor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	CFDA #(s)
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009	\$62,266.00		\$17,142.00		\$79,408.00
TOTAL:	\$62,266.00		\$17,142.00		\$79,408.00

American Recovery and Reinvestment Act (ARRA) Funding - ☒ YES ☐ NO

— COMPLETE FOR AMENDMENTS —			Agency Contact & Telephone # Gene Wood, Budget Director – 615/532-6676
END DATE AMENDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
2010	\$62,266.00	\$17,142.00	
TOTAL:	\$62,266.00	\$17,142.00	Speed Code Account Code

— OCR USE —

**AMENDMENT ONE
TO GR1028045**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Mental Health and Developmental Disabilities, hereinafter referred to as the "State" and Shelby County Government., hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. The Preamble is revised to include Substance Abuse in the program name.
2. Grant Contract Section A.2.a. is deleted in its entirety and replaced with the following:

A.2. Service Definition:
 - a. The Criminal Justice/Mental Health/Substance Abuse (CJ/MH/SA) Liaison Project (hereinafter referred to as the "Project") is a community project to facilitate communication and coordination among the community, criminal justice, and the behavioral health systems to achieve common goals of decriminalizing mental illnesses, co-occurring disorders (COD) and substance abuse disorders; to support the establishment of services that would promote diversion activities for persons with serious mental illness (SMI), mental illness (MI), COD or substance abuse disorders who come in contact with the criminal justice system persons with SMI, MI, COD or substance abuse disorders who are incarcerated or at risk of incarceration.
3. The following is added as Grant Contract Section A.2.d., A.2.e and A.2.f.
 - d. "Co-occurring disorders (COD)" means combined conditions of co-occurring substance-related and mental disorders.
 - e. "Substance abuse" is a maladaptive pattern of substance use manifested by recurrent and significant adverse consequences related to the repeated use of substances.
 - f. "Behavioral health" is a system of care that includes both mental health services and services provided for the prevention and/or treatment of substance abuse disorders and co-occurring disorders.
4. Section A.3. Service Recipients is deleted in its entirety and replaced with the following:

A.3. Service Recipients:

The target population to be served is adults eighteen (18) years of age and older with SMI, MI, COD or substance abuse disorders who are incarcerated or at risk of incarceration and who would benefit from referral and linkage to behavioral health, and other recovery and supportive services.
5. Section A.4. Service Goals is deleted in its entirety and replaced with the following:

A.4. Service Goals:
 - a. The early identification of individuals with SMI, MI, COD or substance abuse disorders who are incarcerated or at risk of incarceration.

- b. To divert individuals with SMI, MI, COD or substance abuse disorders from the criminal justice system to behavioral health and community supports.
- c. To continue to develop collaborative working relationships and sustainable systems between criminal justice, behavioral health, and the community.
- d. To improve the understanding of the needs and rights of persons with SMI, MI, COD or substance abuse disorders who are involved in the criminal justice system.

6. Grant Contract Section A.6. Process is deleted in its entirety and replaced with the following:

A.6. Process:

- a. The Grantee shall identify eligible service recipients and work collaboratively with jail administrators, public defender(s) and district attorney(s), judges and sheriffs to identify the service recipients' most immediate clinical or recovery support need to divert the service recipient out of the county or municipal jail.
- b. The Grantee shall provide and/or coordinate services including but not limited to: early identification, linkage and referral to behavioral health and recovery support services; stabilized housing and medication assistance; and other community supports to those identified in Section A.3. regardless of their ability to pay.
- c. The Grantee shall develop and coordinate release plans for adults with SMI, MI, COD or substance abuse disorders that include linkage and referral to behavioral health and recovery support services; and other community supports.
- d. The Grantee shall maintain guidelines to safeguard the utilization of the service dollars until a tracking mechanism can be built in the Tennessee Web-Based Information Treatment System (TN-WITS). The guidelines must include and address the following:
 - (1) Funds shall not be paid directly to service recipients; and
 - (2) Funds are to be utilized, as prescribed by the State, to meet the most immediate clinical or recovery support need for which there is no other source of funding and that will most immediately move the service recipient out of the county or municipal jail.
- e. The Grantee shall conduct follow-up activities with persons with SMI, MI, COD or substance abuse disorders when released from jail into community programs to facilitate successful integration from incarceration into the community.
- f. The Grantee shall advocate with appropriate individuals and agencies on behalf of individuals with SMI, MI, COD or substance abuse disorders who are incarcerated or at risk of incarceration.
- g. The Grantee shall identify, screen and assess service recipients and facilitate continuity of care while persons are being held in jail or are in the community and at risk of incarceration.
- h. The Grantee shall continue to develop and maintain working relationships with local criminal justice authorities; mental health and community service providers;

and consumer, family and advocacy groups in an effort to identify resources that will enhance and sustain the work of the Project.

- i. The Grantee shall inform sheriff personnel, alternative transporting agents, and other criminal justice personnel on the availability of training resources to the judicial districts assigned by State staff.
- j. The Grantee shall submit quarterly tracking reports and a year-end report, the content of which shall be dictated by forms provided by the State. The quarterly reports shall be due by the fifteenth (15th) of October, January, April, and July. The year-end report shall be submitted no later than July 30, 2010.
- k. The Grantee shall attend and participate in network meetings, including conference calls; and trainings, including TN-WITS training, as scheduled and required by the State.

7. Grant Contract Section A.7. OUTCOME – Access is deleted in its entirety and replaced with the following:

A.7. OUTCOME – Access:

The Grantee shall accept referrals from the criminal justice system, behavioral health, and the community.

8. Grant Contract Section A.9. OUTCOME – Effectiveness is deleted in its entirety and replaced with the following.

A.9. OUTCOME – Effectiveness

- a. The year-end report shall show that sheriff personnel, alternative transporting agents, and other criminal justice personnel were provided information on the availability of training resources in the judicial districts assigned by State staff.
- b. Quarterly tracking reports shall show an increased number of individuals with SMI, MI, COD or substance abuse disorders involved in the criminal justice system being diverted from the criminal justice system into behavioral health or recovery support services.
- c. Quarterly tracking reports shall show a reduction in recidivism of persons with SMI, MI, COD or substance abuse disorders being placed into the criminal justice system.
- d. Quarterly tracking reports shall show an increase in the number of individuals with SMI, MI, COD or substance abuse disorders being identified earlier in the process and referred to services while incarcerated.

9. Grant Contract Section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Seventy Nine Thousand Four Hundred Eight Dollars (\$79,408.00). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment 1, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

10. Grant Contract Attachment 1 is deleted in its entirety and replaced with the new Attachment 1 attached hereto.
11. The following is added as Grant Contract Section E.18.
 - E.18. Federal Economic Stimulus Funding. This Grant Contract requires the Grantee to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Grantee is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Grantee provides information to the State as required.

The Grantee (and any subcontractor) shall comply with the following:

- a. Federal Grant Award Documents, as applicable.
- b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at www.whitehouse.gov/omb/financial_offm_circulars/.
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov).
- d. The Recovery Act, including but not limited to the following sections of that Act:
 - (1) Section 1604 – Disallowable Use. No funds pursuant to this Grant Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - (2) Section 1512 – Reporting and Registration Requirements. The Grantee must report on use of Recovery Act funds provided through this Grant Contract. Information from these reports will be made available to the public.
 - (3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
 - i. gross mismanagement,
 - ii. gross waste,
 - iii. substantial and specific danger to public health or safety,
 - iv. abuse of authority, or
 - v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Grant Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Grantee and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

- (4) Section 902 – Access Of Government Accountability Office. The Grantee shall provide that the Comptroller General and his representatives are authorized:
 - i. to examine any records of the Grantee or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Grant Contract or a subcontract; and
 - ii. to interview any officer or employee of the Grantee or any of its subcontractors regarding such transactions.
- (5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.
- (6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Grant Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:
 - i. to examine any records, of the Grantee or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Grant Contract; and
 - ii. to interview any officer or employee of the Grantee or any subcontractors regarding such transactions.
- (7) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Grant Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Grant Contract, laborer or mechanic includes at

least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

(8) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Grant Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

e. The Grantee agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.

f. If the Grantee enters into one or more subcontracts for any of the services performed under this Grant Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section E.18., "Federal Economic Stimulus Funding."

The revisions set forth herein shall be effective on the date of final approval by the appropriate State officials in accordance with applicable Tennessee State laws and regulations. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

SHELBY COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES:

VIRGINIA TROTTER BETTS, MSN, JD, RN, FAAN COMMISSIONER

DATE

ATTACHMENT 1

GRANT BUDGET

(BUDGET PAGE 2)

AGENCY: Shelby County Government				
PROGRAM NAME: Criminal Justice/Mental Health Liaison Project				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 7/1/2009, and ending 6/30/2010				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries	\$37,548.00	\$0.00	\$37,548.00
2	Benefits & Taxes	\$7,644.00	\$0.00	\$7,644.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$11,474.00	\$0.00	\$11,474.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings	\$5,600.00	\$0.00	\$5,600.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$17,142.00	\$0.00	\$17,142.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$79,408.00	\$0.00	\$79,408.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: www.state.in.us/finance/rds/ocr/policy03.pdf).

² Applicable detail attached if line-item is funded.